

INMATE TELECOMMUNICATIONS AGREEMENT
Regulatory Compliance Amendment

This Amendment, entered into the ____ of _____ 2014, between **Forsyth County**, a political subdivision of the State of North Carolina (on behalf of the Forsyth County Sheriff's Office) of the one part, hereinafter "**the County**," and **Pay Tel Communications, Inc.**, a company with its principal office and place of business in Greensboro, North Carolina of the other part, hereinafter "**the Company**," modifies the Inmate Telecommunications Agreement (#2001-434) dated January 22, 2001, and Renewal Option Letters dated July 29, 2005, August 1, 2006, August 29, 2007, August 4, 2008, and September 8, 2009 (hereafter referred to as the "**Agreement**"). In anticipation of mandated changes to regulations governing Inmate Telephone Service and in consideration of the mutual promises and covenants contained herein, the Company and the County hereby agree to modify the Agreement as follows:

1. The Agreement is hereby amended to include the following:

1.1 The parties acknowledge that the Agreement is subject to the provisions of governing state and federal law and regulations, and the Company agrees to provide Services in full compliance with all applicable rules and regulations of the Federal Communications Commission and any applicable State regulatory agency. In the event that such laws or regulations conflict with or are inconsistent with the terms of this Agreement, the provisions of applicable law shall control and supersede the contrary provisions of this Agreement. The Company will provide twenty (20) days prior written notice of any such required changes which shall be deemed incorporated into this Agreement by reference unless objected to in writing by the County within twenty (20) days after receipt of notice, in which case the County's objection will be resolved by application of the dispute resolution provisions outlined in Paragraphs 1.2 below.

1.2 In addition to disputes arising under Section 1.1, in the event that any state or federal legislative, regulatory, judicial or other legal action (a) materially affects any terms of this Agreement or the ability of the Company to perform any terms of this Agreement, or (b) would make the Company's compliance with its obligations under this Agreement, in the Company's reasonable judgment, no longer economical or feasible, the Company may provide written notice of such facts to the County and the parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event negotiations are not resolved

within forty-five (45) days of notice, then and in that event either party may terminate this agreement on thirty (30) days' notice to the other party.

2. The Agreement between the parties may be terminated by either party upon forty five (45) days written notice to the other party.

3. Except as expressly modified by this Regulatory Compliance Amendment, the provisions and conditions of the Agreement, including all Exhibits shall remain in full force and effect.

FORSYTH COUNTY, NORTH CAROLINA

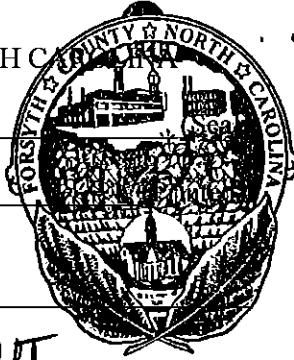
By: J. Dudley Watts, Jr.

County Manager

Date: 3-26-14

Attest: Carol O. Ellis

William T. Schatzman
Sheriff of Forsyth County



PAY TEL COMMUNICATIONS, INC.

By: Vincent Townsend

(Printed)

Date: 2/26/2014

Attest: Phil Ellis
Account Representative: Phil Ellis

Approved as to form and legality

MAR 25 2014

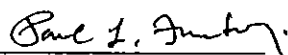
FORSYTH COUNTY, N.C.

By: Loni Wright
Assistant County Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

3/25/2014

Date


Director of Finance